

TABLE OF CONTENTS
SECTION J

SECTION J - LIST OF DOCUMENTS, EXHIBITS ,	
AND OTHER ATTACHMENTS	3
APPENDIX A	
PERSONNEL COSTS AND RELATED EXPENSES	5
APPENDIX B	
KEY PERSONNEL	7
APPENDIX C	
CRITICAL OUTCOMES	9
APPENDIX D	
ANNUAL COST ESTIMATE	11
APPENDIX E	
LAWS, REGULATIONS, AND DOE DIRECTIVES	13
APPENDIX F	
SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT	15
APPENDIX G	
PERFORMANCE GUARANTEE AGREEMENT	17

RFP No. DE-RP05-99OR22725
Draft Section J - December 1998

This Page Intentionally Left Blank

PART III

**SECTION J - LIST OF DOCUMENTS, EXHIBITS ,
AND OTHER ATTACHMENTS**

Appendix A - Personnel Costs and Related Expenses

Appendix B - Key Personnel

Appendix C - Critical Outcomes

Appendix D - Annual Cost Estimate

Appendix E - Laws, Regulations, and DOE Directives

List A - List of applicable Laws and Regulations

List B - List of Applicable Directives

Appendix F - Special Financial Institution Account Agreement

Appendix G - Performance Guarantee Agreement

RFP No. DE-RP05-99OR22725
Draft Section J - December 1998

This Page Intentionally Left Blank

PART III

**SECTION J - LIST OF DOCUMENTS, EXHIBITS,
AND OTHER ATTACHMENTS**

**APPENDIX A
PERSONNEL COSTS AND RELATED EXPENSES**

(TO BE NEGOTIATED AFTER CONTRACT AWARD)

The personnel appendix required by the clause entitled, “Allowable Costs and Fixed-Fee,” in Section I will be Appendix A of the contract.

RFP No. DE-RP05-99OR22725
Draft Section J - December 1998

This Page Intentionally Left Blank

PART III

**SECTION J - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS**

**APPENDIX B
KEY PERSONNEL**

See the clause entitled, "Key Personnel," in Section I.

[OFFEROR PROPOSE]

RFP No. DE-RP05-99OR22725
Draft Section J - December 1998

This Page Intentionally Left Blank

PART III

**SECTION J - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS**

**APPENDIX C
CRITICAL OUTCOMES
(FY XXXX)**

(Critical outcomes will be added after award, and thereafter on an annual basis, consistent with the clause entitled “Critical Outcomes” in Section H.)

RFP No. DE-RP05-99OR22725
Draft Section J - December 1998

This Page Intentionally Left Blank

PART III

**SECTION J - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS**

**APPENDIX D
ANNUAL COST ESTIMATE**

(The annual cost estimate will be added after award, and thereafter on an annual basis, consistent with the provisions of the clause entitled “Work Authorization System” in Section H.)

RFP No. DE-RP05-99OR22725
Draft Section J - December 1998

This Page Intentionally Left Blank

PART III

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

APPENDIX E LAWS, REGULATIONS, AND DOE DIRECTIVES

List A - List of Applicable Laws and Regulations

Executive Order 13101, GREENING THE GOVERNMENT THROUGH WASTE
PREVENTION, RECYCLING, AND FEDERAL ACQUISITION

(NOTE: Executive Orders can be found at the following Internet address:

<http://library.whitehouse.gov/?request=ExecutiveOrder>)

List B - List of Applicable Directives

For purposes of the draft solicitation, the List of Applicable Directives as identified in
Appendix E of the current contract are accessible through the Internet at URL

<http://x10capserv.ornl.gov/htmldocs/x-10/contract/AppendixE.pdf>

In addition, the following DOE Orders are applicable:

DOE O 130.1	Budget Formulation Process 9/29/95 and DOE Accounting Practices and Procedures Handbook (APPH), Chapter X, Product Cost Accounting, 6/30/80
DOE O 440.1a	Workforce Protection Management for DOE Federal and Contractor Employees
DOE 2110.1A	After the title, add “,as amended by the Chief Financial Officer’s October 29, 1998, memorandum ‘Guidance to Implement National Defense authorization Act for Fiscal Year 1999 Direction on Federal Administrative Charges’”

For purposes of the draft solicitation, the currently approved Work Smart Standards and their applicability are accessible through the Internet at URL

<http://x10capserv.ornl.gov/htmldocs/x-10/ons/onscawss.htm>

RFP No. DE-RP05-99OR22725
Draft Section J - December 1998

This Page Intentionally Left Blank

PART III
SECTION J - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

APPENDIX F
SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

(The Special financial Institution Account Agreement required by the clause entitled “Payments and Advances” in Section I will be added after contract award.)

Whenever the term “letter-of-credit” is used it should be replaced with “payments cleared financing arrangement.

RFP No. DE-RP05-99OR22725
Draft Section J - December 1998

This Page Intentionally Left Blank

PART III
SECTION J - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

APPENDIX G
PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC05-99OR22725 for the Management and Operation of the Oak Ridge National Laboratory (Contract dated, _____, by and between the Government and _____ (Contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against

Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third

person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to **be** executed by its duly authorized officer, and its corporate seal to be affixed hereto on

NAME OF CORPORATION

NAME AND POSITION OF OFFICIAL
EXECUTING PERFORMANCE
GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION
OF SEAL BY AN OFFICIAL OF
GUARANTOR AUTHORIZED TO AFFIX
CORPORATE SEAL

RFP No. DE-RP05-99OR22725
Draft Section J - December 1998

This Page Intentionally Left Blank